# IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN	RE:
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Case 20-20487-GLT

JAMIEE L. DESIMONE,

Chapter 13

Debtor

JAMIEE L. DESIMONE,

Movant

v. Conciliation: 6/16/2022, 9AM (ZOOM)

RONDA J. WINNECOUR, Trustee,
Office of the U.S. Trustee, Santander Consumer USA,
Roundpoint Mortgage Servicing Corp., Navient,
JPMorgan Chase Bank, Citibank, Dell Financial,
FedLoan Servicing, Fortiva, Bank of Missouri,
Klarna Credit, Capital One Bank, Quantum III,
One Main Financial, Sunrise Credit, Synchrony Bank,
Jefferson Capital,

Respondents

# NOTICE OF PROPOSED MODIFICATION TO CHAPTER 13 PLAN DATED 6/25/2021

- 1. Pursuant to 11 U.S.C. § 1329, the Debtor(s) has filed an Amended Chapter 13 Plan dated May 4, 2022, attached hereto as Exhibit "A". Pursuant to the Amended Chapter 13 Plan, the Debtor seeks to modify the confirmed Plan in the following particulars:
  - A. Adjusting the monthly payment to \$2,154.00
- B. Changing pro rata percentage distribution to unsecured general creditors to 0.00%.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
- A. Timely filed unsecured claims will receive an estimated 00.00% in accordance with the Debtor's best efforts.
- 3. Debtor submits that the modification is being filed due to significant loss of household income due to non-filing spouse's change in residence.

4. Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. Debtor further submits that the proposed modification complies with 11 U.S.C. §§ 1322(a), 1322(b), 1325(a), and 1329, and except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, Debtor respectfully requests this Honorable Court enter an Order confirming the Amended Chapter 13 Plan dated May 4, 2022.

Respectfully submitted,

/s/ Christian M. Rieger
Christian M. Rieger, Esquire
PA: 307037
2403 Sidney Street
Suite 214
Pittsburgh, PA 15203
criegerlaw@gmail.com
(412) 381-8809
(412) 381-4594 (fax)

Date: May 4, 2022

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Fill in this info	ormation to identi	fy your case:						
Debtor 1	Jamiee	L	DeSimone		☑ c	heck if this i	s an amen	ded
Desici 1	First Name	Middle Name	Last Name		pl	an, and list lections of the	pelow the	
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		be	een changed	-	nave
United States Ba	nkruptcy Court for the	e Western District of Pe	ennsylvania		2.1;	5.1		
Case number	20-20487-G	LT						
(if known)								
Western	District of F	Pennsylvani	а					
		Dated: Ma						
				_				
,	ices							
To Debtors:	indicate that th	ne option is appro	priate in your circur	n some cases, but the pres nstances. Plans that do n n control unless otherwise	not com	ply with loc	al rules an	
	In the following r	notice to creditors, yo	ou must check each b	ox that applies.				
To Creditors:	YOUR RIGHTS	MAY BE AFFECTE	D BY THIS PLAN. YO	OUR CLAIM MAY BE REDU	CED, M	ODIFIED, OR	ELIMINAT	ED.
		l this plan carefully a ay wish to consult on	•	r attorney if you have one in	this ban	kruptcy case.	If you do n	ot have
	ATTORNEY MU THE CONFIRM PLAN WITHOU	IST FILE AN OBJE ATION HEARING, T FURTHER NOTIC	ECTION TO CONFIRM UNLESS OTHERWIS CE IF NO OBJECTION	UR CLAIM OR ANY PROMATION AT LEAST SEVEN SE ORDERED BY THE CO ITO CONFIRMATION IS FI FOF CLAIM IN ORDER TO	(7) DAY URT. T LED. SI	YS BEFORE HE COURT EE BANKRU	THE DATE MAY CONI PTCY RULI	SET FO
	includes each	of the following ite		ebtor(s) must check one b d" box is unchecked or b				
payment				which may result in a parti action will be required		Included	✓ Not	Include
			, nonpurchase-mone to effectuate such lir	y security interest, set out nit)	in	Included	<b></b> ✓ Not	Included
.3 Nonstanda	ard provisions, se	t out in Part 9				Included	✓ Not	Included
'					•			
Part 2: Pla	n Payments and	d Length of Plan						
1 Debtor(s) will	make regular pay	ments to the truste	ee:					
Total amount	of \$2,154.00			of 60 months shall be p	paid to th	ne trustee fro	m future ea	arnings a
follows: Payments	By Income Attac	hment Directly by	/ Debtor	By Automated Bank Transfe	ər			
D#1	\$ 2,154.0	0 \$		\$				
D#2	\$	\$		\$				

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2.2	Additional payments:								
	Unpaid Filing Fees. available funds.	The balance of \$	shall	l be fully paid by	the Trustee to	the Clerk of t	he Bankruptc <u>y</u>	/ Court from the first	
	Check one.								
	None. If "None" is ch	necked, the rest of Section	n 2.2 need not be	e completed or	reproduced.				
	1 1 ' ' '	ake additional payment each anticipated payment	` '	ee from other s	sources, as spe	cified below.	Describe the	e source, estimated	
2.3 Pa	plus any additional sou	e paid into the plan (pla urces of plan funding de Secured Claims			y the trustee b	ased on the	total amoun	t of plan payments	
3.1	Maintenance of payment Check one.	its and cure of default, i	f any, on Long-	Term Continui	ng Debts.				
			0.4						
		necked, the rest of Section		·					
The debtor(s) will maintain the current contractual installment payments on the secured claims listed below, with the applicable contract and noticed in conformity with any applicable rules. These payments will be disbursed by arrearage on a listed claim will be paid in full through disbursements by the trustee, without interest. If relief ordered as to any item of collateral listed in this paragraph, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.						rsed by the tr relief from th Il payments u	ustee. Any existing e automatic stay is		
	Name of creditor	Colla	teral		Current installm paymen (includin	ent a	mount of rrearage (if ny)	Start date (MM/YYYY)	
	Roundpoint /Freedom Mortga (Pre and post-petition arrear monthy payment eff. 7/1/202	rs only:	371 Greene	e Dr., Clairton, I	PA \$		\$ 51,000.00	7/2021	
	Insert additional claims as	s needed.							
3.2	Request for valuation of	f security, payment of fu	ully secured cla	ims, and modi	fication of unde	ersecured cla	aims.		
	Check one.		•						
		necked, the rest of Section	n 3.2 need not be	e completed or	reproduced.				
	The remainder of th	is paragraph will be effe	ective only if the	e applicable bo	x in Part 1 of th	nis plan is cl	necked.		
	The debtor(s) will request, <b>by filing a separate adversary proceeding</b> , that the court determine the value of the secured claims listed below.								
	Amount of secured claim.	r each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed count of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.							
	The portion of any allowe amount of a creditor's se unsecured claim under Pa	ecured claim is listed belo	ow as having no	value, the cre	ditor's allowed	claim will be	treated in its		
	Name of creditor	Estimated amount of creditor's total claim (See Para. 8.7 below)	Collateral	Value of collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate	Monthly payment to creditor	
		\$	_	\$	\$	\$	% 	\$	

Debtor(Gase 20-20487-GLT Doc 104 Filed 05/04/22 Entered 05/04/22പിയും 29:56 Desc Main Page 5 of 11 Document 3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment rate to creditor \$ % \$ Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance\* or pro rata rate \$ % \$ Insert additional claims as needed. \*If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.

The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon confirmation of this plan the stay under 11 U.S.C. § 362(a) be terminated as to the collateral only and that the stay under 11 U.S.C. § 1301 be terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in Part 5.

Name of creditor Collateral

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3 6	Sac	urad	tav	claims.
J.0	360	ureu	ıax	CIAIIIIS.

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$		%		·

Insert additional claims as needed.

Part 4:

**Treatment of Fees and Priority Claims** 

#### 4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

#### 4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if *pro se*) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

#### 4.3 Attorney's fees.

Attorney's fees are payable to Christian M. Rieger, Esq.	In addition to a retainer of \$	1,860.00	(of which \$ 310.00	_ was a
payment to reimburse costs advanced and/or a no-look costs deposit	) already paid by or on behalf	of the debtor,	the amount of \$ 2,450.00	) is
to be paid at the rate of \$250.00 per month. Including any retain	ner paid, a total of \$ <u>0.00</u>	_ in fees and	costs reimbursement h	as been
approved by the court to date, based on a combination of the n	o-look fee and costs deposit	and previous	sly approved application	n(s) for
compensation above the no-look fee. An additional \$ _0.00 w	ill be sought through a fee app	olication to be	filed and approved be	fore any
additional amount will be paid through the plan, and this plan contai	ns sufficient funding to pay tha	at additional a	mount, without diminis	hing the
amounts required to be paid under this plan to holders of allowed unse	ecured claims.			
Check here if a no-look fee in the amount provided for in Local Ba	nkruptcy Rule 9020-7(c) is beir	g requested for	or services rendered to	the

debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of

# compensation requested, above). 4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$	%	

<sup>\*</sup> The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

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4.5	Priority Domestic Support Obligations not assigned or owed to a g	overnmental unit.

	If the debtor(s) is/are currently paying Domestic Support Obligations through existing state court order(s) and leaves this section blank, the debtor(s) expressly agrees to continue paying and remain current on all Domestic Support Obligations through existing state court orders.							
	Check here if this payment is for prepetition a	rrearages only.						
	Name of creditor (specify the actual payee, e.g. SCDU)	PA <b>Description</b>	С	laim		nthly payment pro rata		
			:	\$	\$			
	Insert additional claims as needed.							
4.6	Domestic Support Obligations assigned or ow	ed to a governmental	unit and paid less than	full amount.				
	Check one.							
	None. If "None" is checked, the rest of Section	on 4.6 need not be com	pleted or reproduced.					
	The allowed priority claims listed below ar governmental unit and will be paid less that payments in Section 2.1 be for a term of 60 m	n the full amount of th	ne claim under 11 U.S.C					
	Name of creditor		Amount of claim to be	e paid				
			\$					
	Insert additional claims as needed.							
4.7	Priority unsecured tax claims paid in full.							
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% blank)		Tax periods		
		\$			%			

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Part 5:

**Treatment of Nonpriority Unsecured Claims** 

5.1	Nonpriority unsecured claims not separately	/ classified.							
	Debtor(s) <b>ESTIMATE(S)</b> that a total of \$\frac{0.00}{}	will be available for di	stribution to nonpriority unsec	cured creditors.					
Debtor(s) <b>ACKNOWLEDGE(S)</b> that a <b>MINIMUM</b> of \$\frac{0.00}{2.00} shall be paid to nonpriority unsecured creditors to comply with the alternative test for confirmation set forth in 11 U.S.C. \( \frac{9}{31325(a)(4)} \).									
	The total pool of funds estimated above is <b>N</b> available for payment to these creditors under percentage of payment to general unsecured of allowed claims. Late-filed claims will not be pro-rata unless an objection has been filed with included in this class.  NOTE- PERCE	the plan base will be deterring the determinant of the plan base will be determined by $\frac{0.00}{\%}$ . The plan base will be determined by $\frac{0.00}{\%}$ .	nined only after audit of the p The percentage of payment in aims have been paid in full.	olan at time of comple may change, based up Thereafter, all late-file ifically identified elsew	tion. The estimated oon the total amount d claims will be paid				
5.2	Maintenance of payments and cure of any d	efault on nonpriority unse	cured claims.						
	Check one.								
	None. If "None" is checked, the rest of Section 5.2 need not be completed or reproduced.  The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.								
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
		\$	\$	\$					
	Insert additional claims as needed.	-		-					
5.3	Postpetition utility monthly payments.								
The provisions of Section 5.3 are available only if the utility provider has agreed to this treatment. These paymer monthly combined payment for postpetition utility services, any postpetition delinquencies, and unpaid security deposits. The not change for the life of the plan. Should the utility obtain a court order authorizing a payment change, the debtor(s) will amended plan. These payments may not resolve all of the postpetition claims of the utility. The utility may require additional debtor(s) after discharge.									
	Name of creditor	Monthly pa	yment Postpetit	ion account number					

Name of creditor	Monthly payment	Postpetition account number
	\$	

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5.4	Other separately classified n	onpriority unsecured claims.							
	Check one.								
	None. If "None" is checked, the rest of Section 5.4 need not be completed or reproduced.								
	The allowed nonpriority un	secured claims listed below are separa	ately classified and	d will be treated as follo	ows:				
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearag	Je Interest rate	Estimated total payments by trustee			
				\$	%	\$			
	Insert additional claims as need	ded.							
Par	t 6: Executory Contrac	ts and Unexpired Leases							
		d, the rest of Section 6.1 need not be of installment payments will be dist.  Description of leased property or executory contract			ments will l Estimated payments trustee	total	Payment beginning date (MM/ YYYY)		
	Chrysler Capital	2019 Jeep Wrangler	\$ 654.42	\$ 715.46	\$ \$25,853.2	8	3/2020		
	Insert additional claims as need	led.							
Par	t 7: Vesting of Property	y of the Estate							
		ot re-vest in the debtor(s) until the d		mpleted all payments	under the co	onfirme	d plan.		

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

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- **8.4** Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- **8.5** Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs Navient—Account# xxxxx3683 are until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

### Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

**None.** If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10:

**Signatures** 

#### 10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X/s/ Jamiee L. DeSimone	X	
Signature of Debtor 1	Signature of Debtor 2	
Executed on 5/4/2022	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X/s/ Christian M. Rieger	Date 5/4/2022	
Signature of debtor(s)' attorney	MM/DD/YYYY	